

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH

PREMIER MORTGAGE RESOURCES,
LLC, an Oregon limited liability company,

Plaintiff,

v.

CANOPY MORTGAGE, LLC, a Utah
limited liability company; and DOES 1
through 10, inclusive;
Defendants.

NO. 25-2-03439-31

COMPLAINT FOR DAMAGES

Plaintiff Premier Mortgage Resources, LLC ("Plaintiff") brings this Complaint
for damages against Defendant Canopy Mortgage, LLC ("Defendant") as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an Oregon limited liability company. Plaintiff's headquarters
are in Ada County, Idaho. Plaintiff's employees are based in various cities throughout
the United States.

2. Upon information and belief, Defendant is a Utah limited liability
company.

3. This Court has personal jurisdiction over Defendant under RCW
4.28.185(1)(a) and (b). Upon information and belief, Defendant transacts business

COMPLAINT FOR DAMAGES— 1

1 and/or committed tortious acts against Plaintiff within the State of Washington
2 (including Defendant's branch office located in Everett, Washington).

3 4. Does 1 through 10 are individuals and/or entities whose identities are
4 presently unknown to Plaintiff but may be identified through discovery.

5 5. Venue is proper in Snohomish County Superior Court under RCW
6 4.12.025(3) because Defendant committed the tortious acts described herein in
7 Snohomish County.

8 **FACTS**

9 6. Plaintiff is a privately held mortgage banker that offers a full range of
10 mortgage products to individuals and businesses throughout the United States.

11 7. Defendant is a direct competitor of Plaintiff in the mortgage industry.

12 8. In 2017, Curt Lillibridge and his three sons, Riley Lillibridge, Kiel
13 Lillibridge, and Cameron Lillibridge (collectively, the "Lillibridges"), began working for
14 Plaintiff. During their employment with Plaintiff, the Lillibridges worked out of
15 Plaintiff's branch in Everett, Washington.

16 9. Curt Lillibridge was employed as an Area Manager and oversaw
17 operations at Plaintiff's branch in Everett, Washington.

18 10. Riley Lillibridge was employed as a Branch Manager at Plaintiff's branch
19 in Everett, Washington.

20 11. Kiel Lillibridge and Cameron Lillibridge were employed as Loan Officers
21 at Plaintiff's branch in Everett, Washington.

22 12. The Lillibridges' employment with Plaintiff was governed by, among
23 other things, employment agreements that each of the Lillibridges signed at or around
24 the time that they began working for Plaintiff.

13. Each of the employment agreements that the Lillibridges entered with

1 Plaintiff stipulated that Plaintiff's customer records and data belong to Plaintiff and shall
2 only be used for Plaintiff's benefit. These employment agreements also stipulated that
3 the Lillibridges must return all such customer records and data to Plaintiff upon
4 separation of employment and keep no retention of such information thereof. Each of
5 the employment agreements that the Lillibridges entered with Plaintiff stated that, upon
6 separation of employment, all mortgage loans that were in process at the time of
7 employment separation, were to remain Plaintiff's exclusive property and were to
8 continue to be processed and closed for the benefit of Plaintiff only.

9 14. The employment agreement that Riley Lillibridge entered into with
10 Plaintiff also included a clause prohibiting him from soliciting Plaintiff's customers and
11 employees to leave Plaintiff for a period of two years following the end of his
12 employment with Plaintiff.

13 15. In December 2023, the Lillibridges abruptly resigned from their
14 employment with Plaintiff. At the time of the Lillibridges' resignation, Plaintiff
15 employed additional employees who were also based out of Plaintiff's branch in Everett,
16 Washington.

17 16. Upon information and belief, the Lillibridges began working for
18 Defendant immediately after they resigned their employment with (or while still
19 employed by) Plaintiff.

20 17. Upon information and belief, the Lillibridges solicited and encouraged
21 Plaintiff's employees to resign their employment with Plaintiff and begin working for
22 Defendant. This solicitation occurred both before and after the Lillibridges' own
23 resignation. As a result of this unlawful conduct, Plaintiff was forced to close its Everett
24 branch because nearly all of Plaintiff's employees in that branch began working for
Defendant almost immediately after the Lillibridges resigned.

1 18. Upon information and belief, Defendant, with the assistance and
2 knowledge of the Lillibridges, misappropriated Plaintiff's confidential customer loan
3 information for its own benefit, including the loans that were in process of closing with
4 Plaintiff before they were transferred to and closed with and for the benefit of Defendant
5 after the Lillibridges resigned.

6 19. Upon information and belief, Defendant (acting through the Lillibridges
7 and others) contacted Plaintiff's customers and solicited them to transfer their in-process
8 loans to Defendant.

9 20. As a result of the foregoing unlawful conduct, Defendant has stolen many
10 of Plaintiff's in-process loans, resulting in millions of dollars of lost business revenue to
11 Plaintiff.

12 21. Plaintiff's claims against the Lillibridges individually are subject to
13 arbitration.

14 **COUNT ONE**

15 **TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY**

16 22. Plaintiff re-alleges the allegations of the foregoing paragraphs 1-21 as if
17 incorporated herein.

18 23. At the time of the conduct at issue, Plaintiff had a business expectancy
19 with a probability of Plaintiff's future economic benefit.

20 24. Defendant knew of the existence of Plaintiff's business expectancies.

21 25. Defendant intentionally induced or caused the termination of Plaintiff's
22 business expectancies.

23 26. Defendant's interference with Plaintiff's business expectancies was for
24 an improper purpose or by improper means.

27. Defendant's conduct was a proximate cause of damages to Plaintiff.

COUNT TWO

TORTIOUS INTERFERENCE WITH CONTRACT

28. Plaintiff re-alleges the allegations of the foregoing paragraphs 1-27 as if incorporated herein.

29. At the time of the conduct at issue, Plaintiff and the Lillibridges had valid contractual relationships, whereby the Lillibridges agreed, among other things, that Plaintiff's customer records were the exclusive property of Plaintiff and were to be used exclusively for Plaintiff's benefit and that all loans in process through Plaintiff were to remain Plaintiff's exclusive property and were to continue to be processed and closed for Plaintiff's sole benefit.

30. Further, at the time of the conduct at issue, Plaintiff and Riley Lillibridge had a valid contractual relationship, whereby Riley Lillibridge agreed, among other things, that he would not solicit Plaintiff's employees to terminate their employment with Plaintiff for a period of two years following the end of his employment with Plaintiff.

31. Defendant had knowledge of the Lillibridges' contractual relationships with Plaintiff.

32. Defendant intentionally induced the Lillibridges to breach their contractual obligations to Plaintiff.

33. Defendant's interference was for an improper purpose or by improper means.

34. Defendant's interference with Plaintiff's contractual relationships with the Lillibridges was a proximate cause of damages to Plaintiff.

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COUNT THREE

CIVIL CONSPIRACY

35. Plaintiff re-alleges the allegations of the foregoing paragraphs 1-34 as if incorporated herein.

36. On information and belief, before the Lillibridges resigned from their employment with Plaintiff, Defendant and one or more of the Lillibridges entered into an agreement whereby the Lillibridges would misappropriate Plaintiff's confidential customer information and otherwise solicit Plaintiff's customers and employees for the purpose of Defendant acquiring said customers and employees through unlawful means, which Defendant would then facilitate the transfer of such customers and employees to itself.

37. Upon Defendant's employment of each of the respective Lillibridge individuals, each individual became an agent of Defendant.

38. After their employment by Defendant, both the Defendant and the Lillibridges acted in furtherance of the prior agreement between Defendant and the Lillibridges to unlawfully divert customers and employees away from Plaintiff as described herein.

RESERVATION OF RIGHTS

39. Plaintiff reserves the right to add parties to this lawsuit as well as to make further claims and/or amend claims set forth herein as may be warranted from discovery.

PRAYER FOR RELIEF

Plaintiff prays for judgment against Defendant as follows:

- A. For compensatory damages to be proven at trial;
- B. For prejudgment interest at the maximum legal rate allowed by law;

- 1 C. For Plaintiff's attorneys' fees and cost as may be allowed in law or equity;
2 and
3 D. For such other further relief as the Court may deem just and proper.

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5 Dated: April 14, 2025

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